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KING COUNTY  
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CASE NUMBER: 18-2-24094-8 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY

CITY OF SEATTLE, a municipal corporation,

Plaintiff,

v.

INSITUFORM TECHNOLOGIES, LLC, a  
Missouri Corporation.

Defendant.

No.

COMPLAINT FOR DAMAGES

**I. PARTIES**

1. **Plaintiff.** The City of Seattle (“the City”) is a municipal corporation located in King County and formed under the laws of the State of Washington. Seattle Public Utilities (“SPU”) is a Department within the City.

2. **Insituform Technologies, LLC** (“Insituform”) is a Missouri corporation doing business in the State of Washington as a licensed general contractor. Insituform does business in King and other Washington state counties.

**II. VENUE**

3. The Court has jurisdiction over the parties and the subject matter.

4. Venue is appropriate in King County Superior Court.

**III. FACTS**

5. On or about October 28, 2015, Insituform, while under contract with Seattle Public Utilities to perform sewer relining work, damaged a sewer main by inserting an inflatable plug into a sewer pipe in Dravus Street in a damaging manner. Insituform either negligently over-inflated the plug or failed to appropriately analyze whether a plug could safely be used in the pipe in question. The main subsequently collapsed and caused several sewer backups on or about October 31, 2015.

6. The sewer backups occurred at 422 N 120<sup>th</sup> St, 1 Dravus Street Apt 4, 7 Dravus Street and other locations.

7. The City's contract with Insituform required Insituform to indemnify the City. The City is also named as an additional insured on the Insituform insurance policy for the period in question.

8. Several parties subsequently filed claims against the City.

9. The City tendered those claims to Insituform and its insurer, but that tender was denied.

10. The City subsequently settled the claims involving sewer backups for a total of \$53,251.93. The settlements were paid on or before January 27, 2017.

11. The City incurred additional costs for investigating the claims and providing temporary housing of \$4,727.37. Those costs were incurred by January 1, 2016.

1           12.     The cost to repair the damaged sewer line, including SPU employee time,  
2 equipment costs, street restoration, and third-party contractor costs total \$65,116.96. Those costs  
3 were incurred on or before January 1, 2016.

4                           **IV.     FIRST CAUSE OF ACTION – NEGLIGENCE**

5           13.     Insituform owed the City a duty to use reasonable care to avoid damaging the City's  
6 pipe.

7           14.     Insituform breached that duty by inserting a plug into the City's pipe and inflating  
8 the plug in a manner that caused damage.

9           15.     The damage to the pipe caused sewer backups.

10          16.     As a result of the damage, the City also incurred additional costs and expenses as  
11 detailed above.

12                           **V.     SECOND CAUSE OF ACTION – BREACH OF CONTRACT**

13          17.     The City's contract with Insituform required Insituform to indemnify the City  
14 regarding Insituform's negligence.

15          18.     The City is entitled to damages for that breach, including attorney's fees authorized  
16 by the contract, which include the terms stated in the Seattle Standard Specifications, 2014 Edition,  
17 Section 1-7.18(8) (providing that contractor must cover attorney's fees and expenses).

18                           **VI.    PRAYER FOR RELIEF**

19          19.     Wherefore, the City prays for the following relief:  
20

21          20.     A monetary award in the amount of \$123,096.26.

22          21.     Prejudgment interest of \$25,653.54 on the City's liquidated damages regarding  
23 repair and other matters of as of January 1, 2016 through September 30, 2018, and additional

1 interest for each day thereafter, and prejudgment interest of \$11,215.28 on claims expenses  
2 incurred as of January 27, 2017 through September 30, 2018, and additional interest for each day  
3 thereafter.

4 22. An award of costs, statutory and contractual attorney's fees.

5 23. Such other relief as the court deems just and equitable.

6 DATED this 26<sup>th</sup> day of September 2018.

7 PETER S. HOLMES  
Seattle City Attorney

8 By: /s/Joseph Groshong  
9 Joseph Groshong, WSBA #41593  
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13 *Attorney for Plaintiff, City of Seattle*

**CERTIFICATE OF SERVICE**

This certifies that a true and correct copy of the attached document was caused to be served in the manner indicated below:

Insituform Technologies, LLC c/o Corporation Service Company 300 Deschutes Way SW, Suite 304 Tumwater, WA 98501	Via ABC Process Service
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s/Autumn Derrow

Autumn Derrow, Legal Assistant